

LUKE ABRUSLEY LAW, LLC

160 South 10th Street
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Oakdale, LA 71463

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LJ
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October 22, 2020

LOUISIANA ETHICS ADMINISTRATION PROGRAM
P.O. Box 4368
Baton Rouge, LA 70821

Certified Mail 7020 0090 0000 7479 1473

RE: Request for Advisory Opinion

Dear Louisiana Board of Ethics:

Please allow this letter to serve as a request for an advisory opinion from your Board. My name is Luke Abrusley, and I have served as an Assistant District Attorney in Allen Parish since May 2009. I prosecute the Juvenile Delinquency Docket, and I assist in matters with the Department of Children and Family Services for the Allen Parish District Attorney Office. I will officially resign from that position on 12/31/2020 and begin serving as the new City Judge in Oakdale, LA on 1/1/2021.

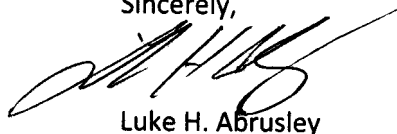
I have multiple LLCs registered with the State of Louisiana for rental properties I own as sole proprietor. There is a piece of property I intend to purchase in Oberlin, Louisiana, should this Board find no ethical violations.

As the sole owner of LHA Rentals Oberlin LLC, I have agreed to purchase a building located at 213A First Street, Oberlin, Louisiana, pending this Board's decision. Attached as Exhibit A is the buy sell agreement. The building is currently leased to the Department of Social Services for the State of Louisiana.

I hope to continue the lease with the Department of Social Services. Attached as Exhibit B is the front page of the current Lease with my company, LLM Investments LLC. I hope to renew the lease which will require negotiations with the Department of Social Services. I plan to close the building on January 15, 2021, after I resign from the District Attorney's Office and I am sworn in as City Judge.

I am requesting an advisory opinion as to whether there is any ethical issue that the contract with the state would cause due to my previously appointed position as an Assistant District Attorney, or my newly elected position as City Court Judge for Oakdale, Louisiana.

Sincerely,



Luke H. Abrusley

ETHICS BOARD REC'D
NOV 4 '20 PM 2:16

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AGREEMENT TO PURCHASE OR SELL COMMERCIAL PROPERTY

Date: 10/16/2020

I/We, LHA RENTALS OBERLIN LLC (Purchaser(s)) offer and agree to purchase, and I/We LLM INVESTMENTS LLC (Seller(s)), agree to sell the property located in the Parish of Allen at the Municipal Address of 213A 1st Street, in the City of Oberlin, Louisiana, with the zip code of 70655 and legally described as: ITEM #2: LA DEPT OF SOCIAL SERVICES; 213A 1ST ST, OBERLIN, LA A CERTAIN PARCEL LOCATED IN LOTS 7 & 8. MOORE SUBDIVISION OF N/2 OF NE & N/2 OF NW IN 16-5-4 AND MORE PART. DESC AS FOLLOWS TO WIT: COMM. AT SE/C OF NE OF NE OF 16-5-4; TH N 0DEG. 15' 16" W 50.28 FT. TO POB, SAID POB BEING ON THE N R/W LINE OF STATE HWY 26; TH N ODEG. 15' 16" W 278.65 FT; TH S 89DEG.55'24" W 200 FT., TH S 0 DEG. 15' 16" E 278.65 FT; TH N 89 DEG. 55' 24" E 200 FT. TO POB. (382-415) LESS ITEM #3: LA DEPT OF HEALTH & HOSPITAL; 213B 1ST ST; OBERLIN, LA SOLD TO BRIGHTON BRIDGE HOSPICE LLC (520-726), with grounds measuring about 1 ACRE or as per title; including land and all improvements thereon, together with fences, and all fixtures attached to and servicing the property. The following movable items remain with the property, but are not to be considered in the sales price: N/A

1. **PRICE:** Property to be sold and purchased subject to title and zoning restrictions, servitudes of record, laws, and/or ordinances affecting the property for the sum of **TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS AND 00 CENTS Dollars (\$265,000.00).**
2. **FINANCING:** This sale is subject to the following financial terms:
Appraisal and financing of 80% of the contract price at an interest rate of 5% or lower.
3. **LOAN APPLICATION:** PURCHASER agrees to make a good faith application, which includes ordering and paying for an appraisal and a credit report if required for loan approval, within 30 calendar days of acceptance of this offer or any counter offer. Should PURCHASER be unable to obtain firm, written loan approval by 01/17/2021, this agreement shall be null and void. WRITTEN loan approval shall consist of receipt of a completed appraisal and positive credit report and no other contingencies than those that will be cleared at closing.

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THIS SALE is conditioned upon the ability of PURCHASER(s) to borrow upon this property as security the sum of \$212,000.00 by a Mortgage loan or loans at an initial rate of interest not to exceed 5% per annum payable in equal monthly installments. Said mortgage shall be for a term of or on such other terms that may be acceptable to PURCHASER, so long as such terms create no additional cost to SELLER and do not affect the closing date.

In the event PURCHASER is not able to secure financing, SELLER reserves the right to provide all or part of mortgage loan(s) under the terms set forth above. The PURCHASER acknowledges and warrants that he has available the funds which may be required to complete the sale of the Property including, but not limited to, the deposit, the down payment, closing cost, pre-paid items, and other expenses.

PURCHASER authorizes and instructs the lender to release to SELLER or SELLER'S Broker or Designated Agent, written verification of the loan application and final loan approval.

4. **DEPOSIT:** Upon acceptance of this offer, the SELLER and PURCHASER shall be bound by all terms and conditions and PURCHASER becomes obligated to deposit within 30 calendar days with SELLER'S Agent/Broker the sum of \$2,600.00 By Check to be applied to the sale price and/or closing costs, at Act of Sale. This deposit is not to be considered earnest money.

Failure to deliver the Deposit shall be considered a breach of this Agreement. If the Deposit is held by the Listing Broker, it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension of such institution.

LOUISIANA LAW REGARDING DEPOSIT: In the event the parties fail to execute an Act of Sale by the date specified herein, and parties do not agree to sign a mutual release of the deposit, then the Broker will disburse the funds in accordance with the Louisiana Real Estate License Law and Chapter 29 of the Rules and Regulations of the Louisiana Real Estate Commission regarding deposits.



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RETURN OF DEPOSIT: The Deposit shall be returned to the PURCHASER and this Agreement declared null and void without demand in consequence of the following events:

- A) PURCHASER rejects the property as a result of the inspection during the inspection period;
- B) PURCHASER'S inability to obtain a loan or the loan is not obtained within the stated date provided, that the purchaser has made timely application for the loan and made good faith efforts to obtain the loan;
- C) Property does not appraise to the Sale Price and the SELLER will not reduce the selling price to the appraised value if the offer is conditioned upon an appraisal.
- D) PURCHASER does not accept the leases or assessments if these are a condition of the offer and within the inspection period.

5. **APPRAISAL:** This Agreement is **NOT** conditioned upon an appraisal being equal to or greater than the sales price. The appraisal ordered by the PURCHASER'S lender, or in the event there is no lender, the appraisal ordered by the PURCHASER shall be the appraisal of record. In the event the APPRAISED price is less than the sales price, the PURCHASER has the option to pay additional cash down payment, if required by the Lender and/or accept the property with the knowledge of the appraised price. In the event the PURCHASER cannot/will not pay the additional down payment and/or accepts the property with the knowledge of the appraised price is less than the sales price, THEN THE SELLER HAS THE OPTION TO REDUCE THE SALES PRICE TO THE APPRAISED PRICE. If the PURCHASER does not/cannot accept the property with the appraisal being less than the sales price and in the event the SELLER does not reduce the sales price, then this contract is null and void, and the deposit returned to the PURCHASER. PURCHASER to pay for inspections required by the appraisal. SELLER responsible to pay re-inspection fee, if any charged by appraiser to inspect repairs.
6. **ABSTRACT:** SELLER shall not furnish an abstract.
7. **OTHER COSTS:** The SELLER'S customary closing costs are to be paid by SELLER. Cost of survey, title insurance if required and/or requested, and PURCHASER'S pre-paid

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items and closing costs are to be paid by the PURCHASER, unless otherwise stated herein.

8. **UCC SEARCH:** Any UCC search (SELLER'S title to furniture, fixtures, equipment or appliances) deemed necessary by the PURCHASER or Lender shall be obtained at PURCHASER'S expense. Any encumbrances reflected in the UCC search certificate shall be cancelled in advance of closing or paid out of closing proceeds. SELLER shall pay all costs required to cancel or release any such encumbrances.
9. **OCCUPANCY BY PURCHASER:** Occupancy will be granted to PURCHASER upon act of sale or after the act of sale.
10. **ACT OF SALE:** The act of sale shall be closed before PURCHASER's notary on or before January 15, ~~2020~~²⁰²¹. Any extension shall be agreed upon in writing and signed by the parties.
11. **SELLER'S TITLE:** SELLER'S title shall be merchantable and free of all liens, encumbrances, and defects, except those that can be satisfied at the act of sale or insured by title insurance. If curative work in connection with the title is required, the parties agree to extend the time for closing the sale by 60 calendar days. SELLER shall pay all costs required to make the title merchantable, including all necessary tax and mortgage releases, certificates, and cancellations, if any. In the event the title is not valid or merchantable, this Agreement may be declared null and void at the option of the PURCHASER.
12. **REPAIRS:** In the event repairs are required as a condition of obtaining the loan(s) upon which the Agreement is conditioned, the parties agree to and do extend the date for closing the Act of Sale to a date not more than 60 calendar days from the stated date of Act of Sale.
13. **AUTHORITY:** PURCHASER and SELLER agree to provide appropriate resolutions, certificates or other evidence of authority if the individual executing this agreement is acting in a representative capacity within 30 calendar days of acceptance of this offer.
14. **ZONING:** This offer is subject to the property having a current zoning designation by the proper zoning authority or authorities which allows the property to be used for office and related facilities. If the zoning designation of the property does not allow for said use and related facilities, then PURCHASER has the right, but not the obligation, to apply, at



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PURCHASER'S sole cost, for the proper zoning designation. SELLER will reasonably cooperate with the zoning designation request and provide within reason any information PURCHASER requests so that the proper zoning designation application can be made. Should a new zoning designation be required, the PURCHASER must make formal request with the proper zoning authority within 30 calendar days of the acceptance of this agreement or this agreement is null and void, and any deposit made herein by PURCHASER shall be returned to PURCHASER immediately. In the event that the process to change zoning designation requires additional time, the parties agree to extend the time for closing the Act of Sale by 30 calendar days.

15. **LEASES:** The property IS leased currently. If leased, then this offer is conditioned on PURCHASER's receipt, review, and approval of written leases within 15 calendar days from the date of acceptance of this agreement.
16. **PRORATIONS:** Real estate taxes, rent income, and any similar items are to be prorated to the date of the Act of Sale. Security deposits, keys and all rental agreements are to be transferred to PURCHASER as of day of Act of Sale.
17. **MINERAL RESERVATIONS:** Mineral rights, if any, are conveyed to PURCHASER.
18. **INSPECTIONS:** PURCHASER acknowledges the price of the property was negotiated based upon the property's present condition. Commencing with the first day after acceptance of this agreement, PURCHASER may, at his expense, have an inspection(s) made by experts or others of his choosing. Such inspections may include, but are not limited to: inspections for utility and sewer availability flood zone classifications and current zoning and all insurance cost. All inspector's testing shall be nondestructive testing. Seller agrees to remove all refuse and personal property from the premises prior to the Act of Sale. The PURCHASER acknowledges that the benefits of conducting a professional inspection have been explained.
The PURCHASER does desire to conduct an inspection. All of the inspections are to be completed within 30 calendar days of acceptance of this agreement.
Upon completion of the inspection(s) and during the inspection period, and if the PURCHASER is not satisfied with the property's present condition as reflected in the inspection report(s), the PURCHASER may reject the property or request that the SELLER remedy the deficiencies. If the PURCHASER rejects the property during the

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inspection period, the contract is null and void and the deposit returned to the PURCHASER. A copy of the inspection report is to accompany the written rejection of the property.

If the PURCHASER request that the SELLER remedy the deficiencies, the SELLER shall have 72 hours from the PURCHASER'S request to agree to remedy the deficiencies. Should the SELLER fail to agree to the remedy the deficiencies listed by the PURCHASER, then the PURCHASER will have 72 hours from receipt of SELLER'S response or non response to do one of the following

1. Accept the SELLER'S response as written
2. Accept the property in its present condition
3. Terminate the contract, and the deposit returned to the PURCHASER

All requests and responses shall be in writing

PURCHASER'S failure to make inspections or to give written notice of deficiencies and desired remedies to the SELLER (or SELLER'S Agent) within the inspection period shall be deemed as acceptance by the PURCHASER of the property's current condition.

PURCHASER shall have the right to review the property within calendar days prior to the act of sale or occupancy, whichever occurs first, in order to determine if the property is in the same or better condition as was present at the initial inspection. If the property is not in the same or better condition, then SELLER shall be obligated to perform, at SELLER'S sole expense, all work necessary to place the property in the condition that is was in at the time of the initial inspection. PURCHASER hereby agrees to hold SELLER/BROKERS/AGENTS harmless from any and all losses, liabilities, claims, expenses, costs, damages and mechanic's liens which may be brought or which may be filed against the land by reason of the performance of any of the acts herein mentioned which are performed by PURCHASER or under PURCHASER'S direction and to defend any action brought by reason of any such acts and reimburse SELLER for reasonable attorney's fees and costs incurred by SELLER by reason of any such action.

19. **SEX OFFENDER NOTIFICATION:** The Louisiana State Police maintains a State Sex Offender and Child Predator Registry through the Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to LA R.S. 15:540 et seq. The website for the database is



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<http://isp.org/socpr/default.html> Sheriff and police departments serving jurisdictions of a population of 450,000 or greater also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100. Send written inquiries to P.O. Box 66614, Box A-6, Baton Rouge, LA 70896.

20. _____ **MOLD DISCLOSURE:** An informational pamphlet regarding common mold related hazards that can affect property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this section, Purchaser(s) acknowledges that the real estate agent has provided Purchaser with the EPA website enabling Purchaser(s) to obtain information regarding common mold related hazards.


21. **FLOOD/WETLANDS DISCLOSURE:** PURCHASERS acknowledge that they have been made aware by the Broker/Agent that this property is subject to laws governing the use of "Wetlands" as defined by the "Federal Manual for delineating Jurisdictional Wetlands" or by some other governmental rules or regulations, and, is subject to Flood Plain or Floodway laws and regulations as defined by the Federal Emergency Management Agency (FEMA) or other government agencies.

22. **SELLER'S WARRANTY AGAINST HIDDEN DEFECTS. ONE MUST BE SELECTED.** This section becomes effective at close of sale

"AS IS" WITHOUT WARRANTIES SELLER and PURCHASER hereby acknowledge and recognize that the property being sold and purchased is to be transferred in "as is" condition and PURCHASER does hereby relieve and release SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code article 2520, et seq. and article 2541, et seq. or for reduction of purchase price pursuant to Louisiana Civil Code article 2541, et seq. Additionally, PURCHASER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code article 2524. It is understood that this clause shall be made a part of the deed.

23. **OTHER CONDITIONS OF SALE:** Any conditions or terms indicated in this Section will control and prevail over any pre-printed portions of this Agreement. SELLER hereby acknowledges that the owner of the LLC Purchasing the property has been elected as City Judge. Further SELLER acknowledges that owner of the LLC Purchasing the Property was formerly an appointed position for the State of Louisiana. The Sell is

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subject to an advisory letter from the Ethics Board assuring that there is no ethical violation in his purchase of the property. The Property is currently rented to the State of Louisiana

- 24. DEADLINES: TIME IS OF THE ESSENCE.** and all deadlines are final, except where modifications, changes, or extensions are made in writing and signed by all parties to this agreement. All "calendar days" as used in this Agreement shall end at 12:00 midnight in Louisiana.

The contract date shall be the latest date that either the SELLER or PURCHASER signs on the initial offer or any counter offers.

- 25. ACCEPTANCE:** Acceptance must be in writing.
- 26. COUNTERPARTS:** This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall be binding on the parties hereof.
- 27. AUTHORIZATION:** It is agreed that facsimile and email signature/s will be accepted as original signature/s
- 28. BROKERAGE FEES:** The closing notary is authorized to pay brokerage fees at the execution of the act of sale pursuant to the terms of the written brokerage agreement(s).
- 29. BREACH OF AGREEMENT BY EITHER PARTY:** In the event of default by either party, the non-defaulting party shall have the right to demand specific performance and/or damages, at his option. The defaulting party shall also be liable for the brokerage fees and all costs and fees, including reasonable attorney's fees, incurred as a result of the breach of this agreement, unless this is an earnest money contract.
- 30. PURCHASER/SELLER:** Agent/Broker(s) are not responsible for any agreement made by PURCHASER or SELLER, and PURCHASER and SELLER acknowledge that they had an opportunity to investigate all pertinent facts and to seek advice from any other PROFESSIONALS. This contract and its addenda shall constitute, and do contain, all of the terms and conditions of the Agreement reached between the PURCHASER and SELLER
- 31. GOVERNING LAW:** The laws of the State of Louisiana shall govern the validity, construction, enforcement and interpretation of this Agreement.

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32. This offer remains binding and irrevocable until: 10/23/2020 AT 5 P.M. CST

This offer is:

- 1) ☐ ACCEPTED AS WRITTEN
 2) ☒ ACCEPTED AS AMENDED pg 4 & 10 changed date
 3) ☐ REJECTED.

PURCHASER:

LIJA RENTALS OBERLIN, LLC

Signature

Luke H. Pomeroy Owner
 Printed Name Title

PO Box 1299, Monroe, LA 70143
 Address, City, State, Zip

281-335-2222 lsbrown19@gmail.com
 Phone No. Email

SELLER:

LLM INVESTMENTS, L.L.C.

Signature

Date/Time

Lisa L. Marks, part owner
 Printed Name: Title

P.O. Box 9110 Monroe, LA
 Address, City, State, Zip 71211

318-547-2342 geome1ffy@aol.com
 Phone No. Email



Buyer's initials



Seller's initials

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STATE OF LOUISIANA

PARISH OF ALLEN

R.S. 44:104

EXTRACT OF LEASE/OPTION/AMENDMENT

LESSORS COMPANY NAME:

LLM INVESTMENTS, LLC

LESSORS NAME:

LISA L. MARKS

LESSEES NAME:

DEPARTMENT OF SOCIAL SERVICES

LEASE NUMBER:

10-0213

LEASE TERM:

07/01/2009 THROUGH 06/30/2014

OPTION TERM:

FIVE (5) Years

BRIEF DESCRIPTION OF PROPERTY:

"4,366 square feet of usable space located at 213-A North First Street, Oberlin, Louisiana, to be used by the Office of Family Support, as the Allen Parish Office with thirty (30) parking spaces provided."

WITNESS:

George L. Luffey
Printed Name: George L. Luffey

John W. Lewis
Printed Name: John W. Lewis

Vicki Brown
Printed Name: Vicki Brown

DeLoris Hillier
Printed Name: DELORIS HILLIER

LESSOR: LLM INVESTMENTS, LLC

BY: Lisa L. Marks
LISA L. MARKS

LESSEE: DEPARTMENT OF SOCIAL

BY: Ruth Johnson
RUTH JOHNSON, UNDERSECRETARY

10-0213

LEASE

STATE OF LOUISIANA

PARISH OF ALLEN

The following contract of lease is made and entered into this 4th day of February, 2009, by and between LLM INVESTMENTS, LLC, herein represented by, Lisa L. Marks, hereinafter referred to as "Lessor", and the State of Louisiana, Department of Social Services, herein represented by the undersigned, hereinafter referred to as "Lessee".

1.

For the consideration and upon the term and conditions hereinafter, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of five (5) years, commencing July 1, 2009, and ending June 30, 2014, the following described property:

"4,356 square feet of usable space located at, 213-A North First Street, Oberlin, Louisiana, to be used by the Office of Family Support, as the Allen Parish Office, at the rate of \$12.50 per square foot per annum with thirty (30) parking spaces provided."

1a.

The Lessee shall occupy the space in accordance with the proposal letter dated November 29, 2006, attached

LUKE ABRUSLEY LAW, LLC

P.O. Drawer 1299

Oakdale, LA 71463



7020 0090 0000 7479 1473



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70821

U.S. POSTAGE PAID
FORM LETTER
OAKDALE, LA
71463
OCT 26 20
AMOUNT

\$4.40

R2305H127854-10

LOUISIANA ETHICS ADMINISTRATION PROGRAM

P.O. Box 4368

Baton Rouge, LA 70821